

# **Exhibit 7**



**Siemens Medical Solutions USA, Inc.**

**Siemens Healthcare Diagnostics Inc.**

**Terms and Conditions for Purchase of Goods and/or Services**

**TERMS.** This Purchase Order constitutes the exclusive statement of SIEMENS' offer to Seller to purchase the Goods or Services specified herein, and supersedes any previous written or oral communications or understandings between the parties. Any additional or different terms or conditions stated by Seller in acknowledging receipt of this Purchase Order or in any other writing are hereby objected to and shall be void unless expressly agreed to in writing by SIEMENS. Notwithstanding the foregoing, if SIEMENS and Seller have entered into a separate agreement with respect to SIEMENS' purchase of the Goods and/or Services, then the agreement shall govern SIEMENS' purchase of such Goods and/or Services; in the event of any inconsistencies between the terms of the agreement and the terms of this Purchase Order, the terms of the agreement shall prevail.

**ACCEPTANCE.** Acceptance by Seller of SIEMENS' Purchase Order under the terms and conditions stated hereon shall be indicated by either written acceptance or commencement of performance pursuant to this Purchase Order.

**DELIVERY AND INSPECTION.** Time and date of deliveries and performance are of the essence on this Purchase Order. SIEMENS reserves the right to make final inspection of the Goods and Services after receipt by SIEMENS (notwithstanding any prior payment or prior acceptance thereof) and, in addition to any other right and remedies available under law, to cancel this Purchase Order and reject the Goods or Services upon any default by Seller in meeting or satisfying delivery/completion dates, scheduled amounts, specifications, quality, or performance. SIEMENS may, at its discretion, employ either a 100% inspection or a sample plan. Lots which fail to pass sampling plans may be subsequently 100% inspected by SIEMENS (with Seller to be charged for all such inspection costs) or, at SIEMENS' option, rejected or returned to Seller for correction, replacement or credit, as the option of SIEMENS. Seller shall not be allowed additional time outside of the time stated for delivery/completion in this Purchase Order without the express written consent of SIEMENS. Goods shipped in advance of delivery schedule or unauthorized partial shipments may also be rejected or returned to Seller at Seller's expense. All Goods shall be shipped F.O.B. destination. Risk of loss shall pass to SIEMENS upon delivery of the Goods to SIEMENS in an undamaged condition. Seller shall bear all risks and expenses for returns including, but not limited to, storage, freight, insurance, packaging, materials and labor as to rejected Goods or Goods requiring correction after notice of rejection. SIEMENS shall have the right, upon reasonable advance notice and during normal business hours, to inspect Seller's premises and operations which pertain to the Goods and Services in order to insure conformity with specifications, adequate quality control and ability to meet designated delivery and completion dates.

**PACKING AND SHIPMENT.** No substitutions shall be allowed without the prior written consent of SIEMENS. All items shall be packed by Seller in suitable containers for protection in shipment and storage. Unless otherwise agreed to by the parties, no charge shall be made for cartons, wrappings, boxing, crating, delivery, insurance, drayage or other cost. Each container shall be marked to show SIEMENS' Purchase Order number, and a packing sheet showing Purchase Order number must be included in each package. Where prepaid transportation charges are authorized by SIEMENS, these charges have to be shown separately on Seller's invoices and should be accompanied by the original freight bill or a copy of a bill of lading. If the inclusion of prepaid transportation charges makes it impossible for Seller to render its invoice within 24 hours of shipment, an invoice to cover transportation charge shall be sent promptly thereafter.

**JUST NEW.** Unless otherwise agreed, Seller warrants that the Products (and any parts components and materials therein) delivered to Siemens under this agreement are new (off the manufacturing line) and may not be used or refurbished.

**NOTIFICATION OF HAZARDOUS PRODUCT.** Seller hereby agrees to notify SIEMENS of any inherent hazard related to the Goods being purchased herein that would expose the hazard during: handling; transportation; storage; use; resale, disposal; or scrap. Said notice shall specify: the product name and part number; the nature of the hazard; proper precautions that must be undertaken by SIEMENS or others; and any additional information that SIEMENS should reasonably know to protect its interest.

**PAYMENT.** Unless otherwise agreed to in writing by SIEMENS, payment shall be made to Seller ninety (90) days after the later of (i) receipt of Goods or completion of Services, or (ii) SIEMENS' receipt of Seller's invoice; provided, however, that payment shall not constitute acceptance of the Goods or Services or impair SIEMENS' right of inspection and rejection. No C.O.D. payment terms shall be valid without SIEMENS' prior written consent.

**SETOFF.** SIEMENS may set off any amount due from Seller to SIEMENS or any division, subsidiary or affiliate thereof, against any amount due to Seller hereunder.

**CASH DISCOUNT.** The cash discount period shall commence as of the date of the later of (i) receipt of Goods or completion of Services or (ii) receipt of invoice.

**PRICES.** Seller's prices for the Goods or Services ordered shall not be higher than those stated hereon. In the event that this Purchase Order does not state price, SIEMENS will not be bound to any price to which it has not expressly agreed in writing. Seller warrants that the prices charged SIEMENS are no higher than prices charged on orders placed by other for similar quantities under similar conditions. In the event that Seller breaches this warranty, the prices of the Goods or Services shall be reduced accordingly, retroactively to the date of the breach. In addition, Seller agrees that any price reduction in the Goods or Services subsequent to placement of this Purchase Order, but prior to shipment of Goods or completion of Services, will apply to this Purchase Order.

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**TITLE TO GOODS.** Title to all Goods purchased hereunder shall pass directly to SIEMENS from the Seller at the point of delivery specified hereon.

**TAXES.** All applicable Federal, State and local taxes shall be stated separately on Seller's invoice.

**WARRANTY.** Seller warrants that the Goods provided hereunder shall be (i) in full conformity with all specifications, drawings, and/or other descriptions or samples, (ii) merchantable, (iii) fit for their intended purposes, (iv) free from defects in design, materials and workmanship, and (v) free of any lien, encumbrance or other defect in title. Seller warrants that any Services provided hereunder shall be performed in a good, workmanlike and professional manner in compliance with all applicable laws and regulations, any written instructions provided by SIEMENS, and the highest standards in the industry for performing services of a similar nature. Such warranties shall be in addition to any other warranties given by Seller, shall survive inspection, acceptance and payment therefor and shall run to SIEMENS, its successors, assigns and customers. SIEMENS may, at its option, either obtain a full refund of all amounts paid to Seller hereunder or require prompt correction or replacement of defective or nonconforming Services, Goods or parts, which rights shall be in addition to such other rights as SIEMENS may have under applicable law.

**PATENT PROTECTION.** Seller shall defend and hold harmless SIEMENS, its subsidiaries and affiliates, and their respective customers, from all expenses, liabilities and losses of any kind (including attorneys' fees), growing out of claims, suits or proceedings alleging any patent, trademark, or copyright infringement arising from the manufacture, sale or use of any Goods ordered or Services provided hereunder. Seller shall promptly assume the defense of any such claim, suit or proceeding and shall pay all costs, damages, royalties or profits which may be decreed or awarded against SIEMENS, its subsidiaries, affiliates, agents or customers in connection therewith. Seller shall, at its own cost and expense, either procure for SIEMENS the right to continue using the Goods or Services or any part thereof, or modify the Goods or Services so that they become non-infringing, provided that such modified Goods or Services shall conform in every respect to the applicable specifications and terms and conditions of this Purchase Order. If neither of these alternatives is possible, then Seller shall promptly refund to SIEMENS the purchase price paid for such Goods or Services. Seller shall further indemnify and hold harmless SIEMENS, its subsidiaries and affiliates, and their respective officers, directors, employees, agents and customers, from all other claims, demands, liabilities, costs and expenses (including attorneys' fees) arising from any actual or alleged (i) defect in the Goods or Services provided by Seller hereunder, (ii) failure of the Goods or Services to comply with all specifications or with the express or implied warranties of Seller, or (iii) Seller's violation of any statute, ordinance, rule or regulation in the manufacture, sale, delivery or completion of the Goods or the provision of the Services. The indemnification and hold harmless obligations of this paragraph shall survive completion, expiration or termination of this Purchase Order.

**TRADEMARKS.** All trademarks of SIEMENS that SIEMENS requests Seller to affix to the Goods purchased hereunder are owned by SIEMENS and Seller shall not acquire or claim any right, title or interest therein or use any such trademarks of SIEMENS for any other purpose.

**DESIGNS, TOOLS, ETC. FURNISHED BY SIEMENS.** Any drawings, data, tools, designs, equipment, software programs or other property supplied by SIEMENS to Seller or specifically paid for by SIEMENS in connection with the Purchase Order shall be and remain SIEMENS' property. Such property shall be used exclusively in connection with the Goods or Services provided hereunder, maintained in first class condition and returned by Seller to SIEMENS at the termination of this Purchase Order, or earlier should SIEMENS so request. Further, any data, software or other technical information (including any data or information included in any drawings, specifications or other materials provided by SIEMENS to Seller hereunder) are proprietary to SIEMENS, shall be held in strictest confidence by Seller, shall not be reproduced or disclosed to others without SIEMENS' prior written consent and shall be used by Seller solely in connection with the fulfillment of this Purchase Order. Any information furnished to SIEMENS by Seller relating to or as a result of this Purchase Order shall be considered non-confidential unless otherwise agreed to by SIEMENS in a separate written agreement. All new technology (including, but not limited to, inventions, patentable or not), new equipment, or a new manufacturing process resulting from Services performed by Seller under this Purchase Order shall be the exclusive property of SIEMENS.

**INSURANCE.** Seller agrees to maintain the following insurance policies through an insurance carrier possessing at least an A.M. Best Rating of "A-": (a) statutory Workers' Compensation insurance for its employees, including occupational disease coverage, as required in the jurisdiction in which the work is to be performed and Employer's Liability insurance with limits of at least \$1 million bodily injury each accident or illness; (b) Commercial General Liability insurance, including products and completed operations and contractual liability coverage, written on an "occurrence" basis with a combined single limit of at least \$1 million per occurrence and in the aggregate for bodily injury and property damage liability; (c) Automobile Liability insurance coverage all owned, non-owned and hired automobiles, with a combined single limit of at least \$1 million per accident for bodily injury and property damage liability (this coverage shall be required if the Seller operates a vehicle to perform work under this Purchase Order on SIEMENS' or SIEMENS' customer's premises); and (d) Property insurance for loss or damage to property furnished by SIEMENS in an amount equal to the replacement value. Seller's insurance shall be primary and non-contributory to any insurance or self-insurance maintained by SIEMENS, when responding to Seller's obligation to defend and indemnify SIEMENS. With the exception of (a) above, Seller shall include SIEMENS as an additional insured to the extent claims arise from Seller's activities performed under this Purchase Order. Seller shall furnish a certificate of insurance evidencing the insurance coverage stipulated above and shall provide

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at least thirty (30) days prior written notice if the required insurance is cancelled or materially altered.

**TERMINATION.** SIEMENS may terminate this Purchase Order in whole or in part at any time upon SIEMENS' written notice to Seller (i) for any reason at SIEMENS' convenience, (ii) for any default by Seller hereunder (including but not limited to Seller's failure to deliver completed Goods or provide Services within the time specified by SIEMENS), (iii) in the event Seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise becomes insolvent or bankrupt or makes an assignment for the benefit of creditors. In the event of termination, SIEMENS may further notify Seller that all right, title and interest in and to all of any portion of material acquired by Seller for the performance of this Purchase Order, work in process and/or completed items or work specified in such notice shall pass immediately to SIEMENS. SIEMENS shall have no liability to Seller for Goods (whether finished or unfinished) that are not readily usable, reusable or saleable. In addition, upon termination under (ii) or (iii) above, SIEMENS may purchase substitute Goods or Services elsewhere or secure the manufacture and delivery of Goods by contract or otherwise, and Seller shall be liable to SIEMENS for any excess cost incurred by SIEMENS.

**NOTICE OF LABOR DISPUTES AND INABILITY TO DELIVER.** In the event of a labor dispute or other contingency or event which affects Seller's ability to deliver the Goods or perform the Services as ordered hereunder, Seller shall immediately notify SIEMENS thereof in writing. Should said dispute, contingency or event, in SIEMENS' reasonable judgment, materially impair the value of this Purchase Order, without prejudice to any other right or remedy, SIEMENS may cancel all remaining deliveries or Services under this Purchase Order.

**PUBLICITY.** Seller shall not make any news release or public announcement regarding this Purchase Order without the prior written consent of SIEMENS.

**CHANGE ORDERS; CHANGES BY SELLER.** SIEMENS shall have the right at any time, by written change order, to make changes in any one or more of the following: (i) quantity of Goods to be delivered; (ii) method of shipping or packing; (iii) drawings, designs or specifications; (iv) place of delivery; and (v) delivery/completion schedules for Goods or Services. If any such change order causes an increase or decrease in the cost of or the time required for the performance of the work under this Purchase Order, an equitable adjustment shall be made in price and/or delivery schedule, and this Purchase Order shall be modified accordingly. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of notice of change. Price increases, extensions of time for delivery, and quantity change shall not be binding on SIEMENS unless memorialized in a written change order issued and signed by SIEMENS. In the event that the any of the Goods are made pursuant to specifications and/or drawings provided by SIEMENS, Seller shall not make any changes to the design or manufacture of the Goods without obtaining the prior written consent of SIEMENS. For all other Goods purchased by SIEMENS, the Seller shall not make any

changes affecting the form, fit, function, properties, purity or any other characteristics of the Goods unless Seller obtains the prior written consent of SIEMENS; Seller shall notify SIEMENS at least sixty (60) days in advance of any other changes made to the design or manufacture of the Goods.

**REPRODUCTION OF DOCUMENTATION.** SIEMENS shall have the right, at no additional charge, to use, reproduce, and/or incorporate in SIEMENS' literature all or portions of Seller's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Seller agrees to advise SIEMENS of any updated information relative to the foregoing literature and documentation with timely written notice.

**BACKGROUND CHECKS; DRUG TESTING; CREDENTIALING REQUIREMENTS.** Seller shall conduct background checks and drug testing of all personnel who will provide Goods or Services under this Purchase Order at any SIEMENS location or customer site, prior to initial assignment and thereafter on an annual basis. Subject to applicable law, this background check shall include a search of criminal records (including misdemeanors and felonies) in all counties and states of residence of such personnel (including a search of married and maiden names, where applicable), as well as a records check of national convictions, for the prior seven (7) year period. Seller shall also search the databases of the General Services Administration (GSA) and the Office of Inspector General (OIG), as well as the Global Watch Alert (GWA) list, to ensure that such personnel are not identified on any such databases. The drug test shall include a 5-panel DOT or a 5, 7 or 10 panel non-DOT drug screen. Seller will not assign an individual to provide services, and will remove any such individual from providing Goods or Services hereunder, if the foregoing background checks do not show a clean record or if the drug testing shows any positive results. Seller will either provide SIEMENS with evidence of the background checks and drug tests or otherwise certify to SIEMENS in writing that such personnel assigned to provide Goods or perform Services have satisfied the background checks and drug testing as described herein. In addition, SIEMENS shall have the right to conduct an audit of the records of the Seller, upon reasonable advance notice to the Seller, to ensure the Seller's compliance with the foregoing. Additional credentialing requirements of Seller (i.e. proof of immunizations and/or tests for immunity for certain diseases, and proof of training documentation) might be required by SIEMENS based on customer requirements.

**SELLER'S EMPLOYEES.** SIEMENS assumes no liability for any bodily injury or property damages caused to a person not an employee of SIEMENS who is injured while on the premises of SIEMENS or a customer of SIEMENS. The relationship between SIEMENS and Seller is one of independent contractors and nothing herein shall create or imply any relationship or agreement of joint venture, partnership, franchise, or hire. Seller and its employees and agents providing Goods or performing Services hereunder are and will at all times remain qualified and appropriately licensed under all federal, state and local laws, rules and regulations to perform its obligations hereunder. SIEMENS shall have the right to request the

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removal and replacement of any employee of Seller providing Goods or Services hereunder for any one of the following reasons: (i) gross negligence; (ii) inattention to or substandard performance of the services; (iii) excessive unexcused absences from work; (iv) insubordination; (v) failure to observe the rules of SIEMENS or SIEMENS' customers while on SIEMENS' or the customers' premises, respectively, and (vi) conduct constituting fraud or dishonesty. Any individual so removed will be promptly replaced by another individual possessing comparable skills, training and experience. In addition, SELLER shall notify SIEMENS within 3 hours of SELLER'S termination of employment of any personnel providing services hereunder at any SIEMENS or customer facility or site, whether voluntary or involuntary; provided, however, that SELLER shall provide reasonable prior notice of any scheduled termination or separation.

**ASSIGNMENT AND SUBCONTRACTS.** This Purchase Order is not subject to transfer or assignment by Seller except that the right to receive monies due or to become due hereunder may be assigned upon prior written approval of SIEMENS. Seller shall not without the written approval of SIEMENS delegate or otherwise subcontract any of its duties and responsibilities under this Purchase Order.

**GOVERNMENT CONTRACTS.** If a government contract number appears on the face hereof, this Purchase Order constitutes a subcontract subject to the provisions of, any Act of Congress or executive order heretofore or hereafter enacted which provides for the renegotiation of contracts and subcontracts, and shall be deemed to contain all the provisions required by such acts. The Seller's records shall be subject to audit by any authorized government representative in accordance with applicable laws and regulations. In the event of termination of the prime contract by the government, settlement shall be made in accordance with the provisions thereof. A copy of the termination clause will be made available upon request. These conditions should be incorporated in any purchase order placed by Seller in connection with this Purchase Order. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. The following contract clauses are incorporated by reference from the Federal Acquisition Regulation (FAR) and apply to the extent indicated. In addition, all FAR clauses required by the U.S. Government by statute, regulation or otherwise to be flowed down to Seller are hereby incorporated into this Contract by this reference, whether or not they are explicitly referenced. Unless otherwise provided, the clauses are those in effect as of the date of this Contract. The following FAR clauses are incorporated by reference where applicable 52.203-13, 52.203-15, 52.204-10, 52.219-8, 52.222-26, 52.222-35, 52.222-36, 52.222-40, 52.222-41, 52.222-50, 52.222-51, 52.222-53, 52.222-54, 52.226-6, 52.244-6, and 52.247-64, 52.222-4, 52.222-6 through 52.222-15.

Additional FAR clauses may also apply to this Contract:

<http://usa.healthcare.siemens.com/services/imaging-therapy/customer-services/supplier-standards/>

For contracts of \$100,000 or more, involving goods or services necessary to the performance of the government contract, **The Seller and Seller's subcontractors shall abide by the requirements of 41**

**CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**

For contracts of \$10,000 or more, involving goods or services necessary to the performance of the government contract, **the Seller and Seller's subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**

**DEBARMENT.** Seller represents and warrants that neither it, nor any of its employees or agents working on SIEMENS's behalf, has ever been, is currently, or is the subject of a proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual. Seller further covenants, represents and warrants that if, during the term of this Agreement, it, or any of its employees or agents working on SIEMENS' behalf, becomes or is the subject of any FDA investigation or debarment proceeding that could lead to that party becoming, as applicable, a Debarred Entity or Individual, Seller shall immediately notify SIEMENS, and SIEMENS shall have the right to immediately terminate this Agreement. This provision shall survive termination or expiration of this Agreement.

**SELLER'S CERTIFICATIONS.** The Seller certifies that the Goods, Services or other materials, parts and/or equipment supplied under this Purchase Order shall fully comply with all applicable Federal, State and local laws, regulations, rules and ordinances, including, without limitation, the requirements of the Occupational Health and Safety Act of 1970, as amended, the Fair Labor Standards Act of 1938, as amended, the Clean Air Act of 1993 (CFC Labeling), as amended, and the regulations issued pursuant to said Acts or in connections therewith. The Seller further certifies that it follows Good Manufacturing Practices and quality regulations to the extent applicable. Seller shall notify Siemens within 30 days of any changes in safety or quality certification status. Acceptance by the Seller of this Purchase Order shall constitute such certification of compliance with all of the foregoing.

**REQUIREMENTS FOR COUNTRY OF MANUFACTURE MARKING AND OTHER DOCUMENTATION.** Seller is required to have all subassemblies and end products legibly and permanently marked with the country of manufacture in a conspicuous place, as the nature of the article will permit, in accordance with U.S. Customs regulations. If any portion or part of the Goods purchased under this Order is manufactured outside the United States of America, Seller is required to submit an affidavit to SIEMENS at least thirty (30) days prior to the first time any of the Goods are shipped, stating with respect to each product the percentage of costs attributable to each foreign country of manufacture. Any item received by SIEMENS not properly marked or missing said affidavit may, at SIEMENS' option, be either (i) rejected in whole or in part, or (ii) accepted, with SIEMENS correcting any marking deficiencies based on Seller's data. If SIEMENS takes steps to correct the marking, Seller shall reimburse

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SIEMENS for any reasonable costs incurred in connection with the same.

**DRAWBACK.** Upon request, Seller agrees to furnish completed Form CBP-7552 Delivery Certificate for Purposes of Drawback as a certificate of manufacture and delivery or as a certificate of delivery, as appropriate, and retain substantiating documentation pursuant to 19 USC Section 1313.

**SUPPLY CHAIN SECURITY FOR INTERNATIONAL ORDERS.** As SIEMENS is a participant in US Customs & Border Protection C-TPAT trade security program, Seller should recognize the guidelines located at: [http://cbp.gov/xp/cgov/trade/cargo\\_security/ctpat/security\\_criteria](http://cbp.gov/xp/cgov/trade/cargo_security/ctpat/security_criteria). If it is determined that pursuant to this order un-manifested merchandise is inadvertently intended for delivery to the US, SIEMENS should be notified immediately.

**EXPORT CONTROL AND FOREIGN TRADE DATA**

**REGULATIONS.** Seller shall comply with all applicable export control, customs and foreign trade regulations ("Foreign Trade Regulations"). Seller shall advise SIEMENS, in writing, within two weeks of receipt of any purchase order issued hereunder (and in case of any changes without undue delay) of any information and data required by SIEMENS to comply with all Foreign Trade Regulations including, without limitation, the following: (i) all applicable export list numbers, including the Export Control Classification Number according to the U.S. Commerce Control List (ECCN); (ii) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; (iii) the country of origin (non-preferential origin); and (iv) upon request of the SIEMENS, Seller's declaration of preferential origin (in case of European suppliers) or preferential certificates (in case of non-European suppliers).

Seller shall indemnify and hold SIEMENS harmless from any liability, expense and/or damage caused by Seller's breach of the obligations as stated above.

**RESERVATION CLAUSE**

SIEMENS shall not be obligated to fulfill any obligation under this Agreement if its performance is impeded as a result of any national or international foreign trade or customs requirements or any embargoes or other sanctions, unless SIEMENS was or should reasonably have been aware of such requirements upon entering into this Agreement.

**CORPORATE RESPONSIBILITY.** In addition to the commitments set out in this Purchase Order, Seller commits to comply with the principles and requirements of the Code of Conduct for Siemens Suppliers and Third Party Intermediaries. Seller will provide SIEMENS, within a reasonable time after such request, with a written self-assessment as reasonably required by SIEMENS. SIEMENS or a third party appointed by SIEMENS may on reasonable notice carry out inspections (audits) on Seller's premises to verify compliance with the Code of Conduct. Seller will use reasonable efforts to forward the contents of the Code of Conduct to its suppliers and to convince them to meet the principles and requirements of this Code of Conduct. A copy of the Code of

Conduct for Suppliers is available upon request to SIEMENS at the address on this Purchase Order. In addition to any other rights and remedies SIEMENS may have, SIEMENS may terminate this Purchase Order if Seller is in breach of these obligations; provided, however, if the breach is capable of remedy, SIEMENS' right to terminate shall be subject to Seller's remedy of such breach within a reasonable cure period established by SIEMENS.

**EQUAL EMPLOYMENT OPPORTUNITY.** The Executive Order 11246 dated September 24, 1965, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974, and any amendments thereto or regulations thereunder, are incorporated herein by reference.

**IMPROPER PAYMENTS, KICKBACKS, GIFT, GRATUITIES, ETC.** In fulfilling the terms of this Purchase Order, Seller shall not make payment of any salary, fee, commission or compensation of any kind, or grant any gift or gratuity of any kind, either directly or indirectly, to any officer, director, employee, agent or representative of SIEMENS. In the event Seller violates the terms of this section, then all payments due Seller under this Purchase Order shall be forfeited and SIEMENS shall have the right to immediately terminate this Purchase Order.

**WAIVER.** Failure or delay on the part of SIEMENS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

**ATTORNEYS' FEES.** In the event that SIEMENS brings suit against Seller to enforce performance of any provision hereof or should SIEMENS be forced to defend a lawsuit brought against it by Seller, then Seller shall be liable for all of SIEMENS' costs and expenses, including reasonable attorneys' fees.

**GOVERNING LAW.** The rights and obligations of the parties hereunder shall be governed by the law of the Commonwealth of Pennsylvania for Purchase Orders issued by Siemens Medical Solutions USA, Inc. and by the law of the State of New York for Purchase Orders issued by Siemens Healthcare Diagnostics Inc., in each case without regard to conflicts of laws or principles. For international purchases delivered to or for use in the United States, the U.N. Convention on the International Sale of Goods is specifically excluded.

**ACCESS CLAUSE.** By acceptance of this Purchase Order, the Seller agrees to abide by the requirements of Section 952 of the Omnibus Reconciliation Act of 1980 and the related regulations, if applicable, providing, upon written request, reasonable access to Seller's books and records to the extent necessary to permit a duly authorized representative of the U.S. Government to evaluate the nature and extent of fees and expenses hereunder.

**FACILITIES OF SIEMENS OR ITS CUSTOMERS.** When on SIEMENS' premises, or the premises of any customer of SIEMENS, Seller shall comply with SIEMENS' policies as stated in SIEMENS' most current edition of "Environmental, Health, Safety and Security Compliance Guidelines for Contractors", which will be provided to Seller upon request, as well as any rules, regulations and policies adopted by SIEMENS' customers.

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**ENVIRONMENTAL HEALTH & SAFETY.** The Goods and their packaging shall not contain any substance prohibited or exceeding concentration limit for the respective applications pursuant to national or international regulations applicable at the registered seat of SUPPLIER or SIEMENS or CUSTOMER (if known to the supplier). If Goods are to be delivered into Europe, Seller shall provide information on “Substances of Very High Concern” (SVHC) as required in Article 33 of the Regulation EC 1907/2006 (REACH) to SIEMENS. If Goods are to be delivered into a country where the Union Directive 2002/95/EC (RoHS), the Goods shall not contain any substance prohibited or exceeding the concentration limits for the respective applications pursuant to RoHS. The Goods, irrespective of whether the Good itself is an electrical or electronic equipment within the meaning of the RoHS, shall not contain any substance prohibited or exceeding concentration limit for the respective applications pursuant to RoHS.

**INDEMNIFICATION.** Seller shall indemnify and hold SIEMENS, its officers, directors, employees and agents, harmless from and against any and all loss, damage, liability or expense resulting from damage to property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the Seller, its subcontractors, agents or employees. Seller, upon notice from SIEMENS, shall resist and defend, at Seller’s sole cost and expense, any such action or proceeding with counsel reasonably satisfactory to SIEMENS. In addition, at its option, SIEMENS may engage, at its own expense, separate counsel to appear on its behalf in such action or proceeding without waiver of its rights or Seller’s obligation hereunder.

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